

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City," and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 2012), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, pursuant to *Neb. Rev. Stat.* §15-229, the City has the authority to acquire, either temporarily or permanently, lands, real or personal property or any interests therein, or any easements deemed to be necessary or desirable for any present or future necessary or authorized public purpose within or without the city by gift, agreement, purchase, condemnation, or otherwise; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City agree that it is mutually beneficial for crack sealing maintenance on South 70th Street which is more particularly described as South 70th Street from Rokeby Road to Pine Lake Road; and

WHEREAS, a portion of the proposed maintenance is located within the City and the County seeks the approval of the City to proceed with the project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the date of execution until the completion of the above described maintenance project, estimated to be the Summer of 2014.

2) Purpose. The purpose of this Agreement is to provide for roadway maintenance on South 70th Street from Rokeby Road to Pine Lake Road. The project lies partially inside the City limits of the City of Lincoln.

3) Responsibilities. The City will have the following duties and responsibilities:

- A. The City shall give permission to the County for the roadway crack sealing maintenance work diagramed in Attachment "A", which is attached hereto and incorporated by this reference.

7) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8) Subcontractors. The County agrees to require any contractors or subcontractors, providing services under this agreement, to indemnify and hold the City harmless to the same extent and as provided in Section 7, of this Agreement.

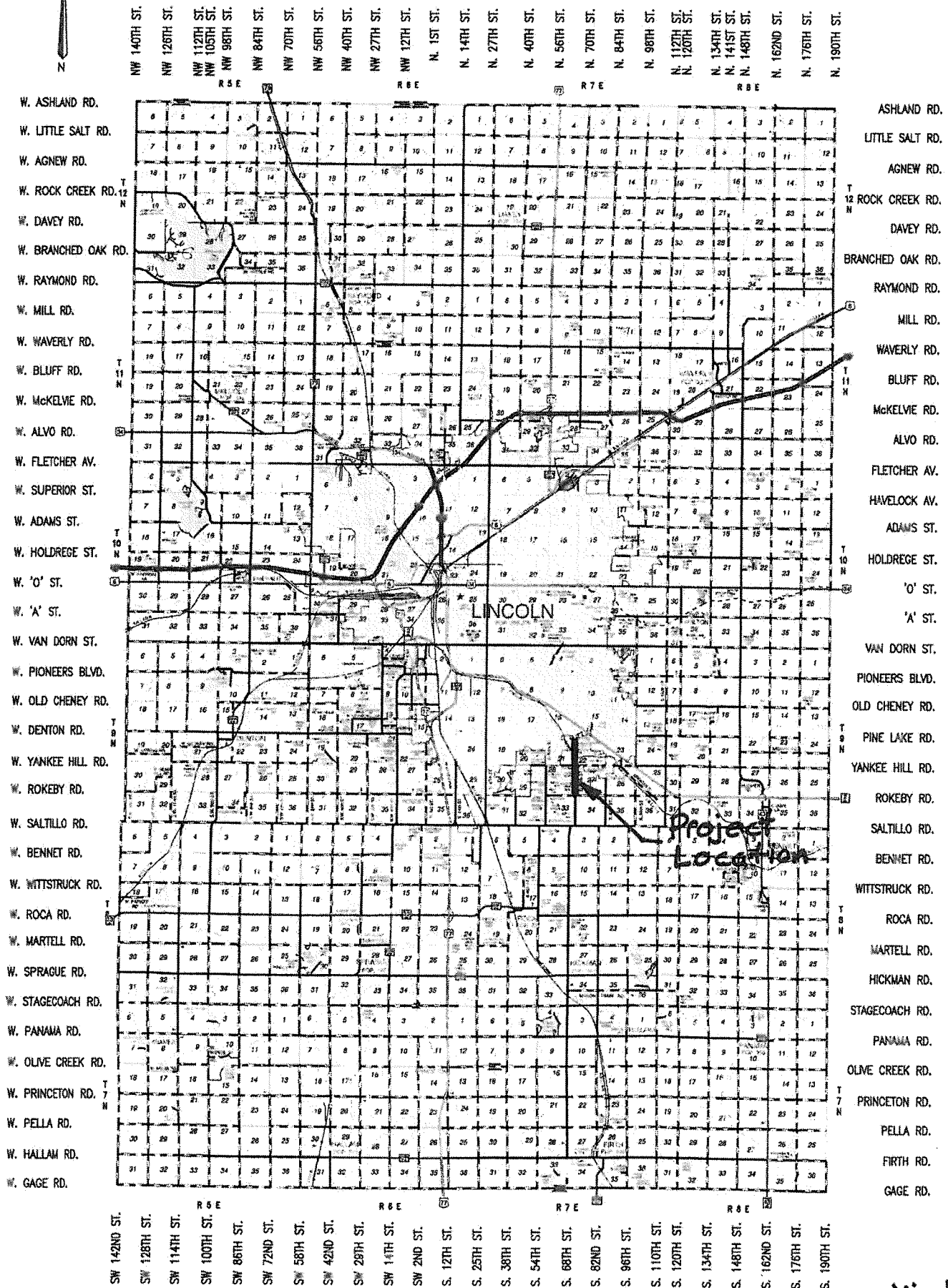
9) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

10) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

12) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

LANCASTER COUNTY, NEBRASKA



Attachment A 1/2

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City," and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 2012), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, pursuant to *Neb. Rev. Stat.* §15-229, the City has the authority to acquire, either temporarily or permanently, lands, real or personal property or any interests therein, or any easements deemed to be necessary or desirable for any present or future necessary or authorized public purpose within or without the city by gift, agreement, purchase, condemnation, or otherwise; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City agree that it is mutually beneficial for crack sealing maintenance on South 70th Street which is more particularly described as South 70th Street from Rokeby Road to Pine Lake Road; and

WHEREAS, a portion of the proposed maintenance is located within the City and the County seeks the approval of the City to proceed with the project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the date of execution until the completion of the above described maintenance project, estimated to be the Summer of 2014.

2) Purpose. The purpose of this Agreement is to provide for roadway maintenance on South 70th Street from Rokeby Road to Pine Lake Road. The project lies partially inside the City limits of the City of Lincoln.

3) Responsibilities. The City will have the following duties and responsibilities:

- A. The City shall give permission to the County for the roadway crack sealing maintenance work diagramed in Attachment "A", which is attached hereto and incorporated by this reference.

- B. The City will be responsible for paying the County for the work performed inside the City limits of Lincoln based on the pricing as listed in the contractor's proposal.
- C. The City will pay the County additional funds in the event the actual cost of the work exceeds the pricing as listed in the contractor's proposal for the work performed inside the City limits of Lincoln.

The County will have the following responsibilities:

- A. The County shall be responsible for paying a contractor for the entire cost of the roadway crack sealing maintenance work, which is described herein and diagramed in Attachment "A".
- B. The County will be paid by the City, prior to construction, for the cost of the work performed inside the City limits of Lincoln based on pricing as listed in the contractor's proposal.
- C. The County will reimburse the City for any excess funds paid by the City over the actual cost of the work performed inside the City limits of Lincoln.
- D. The County is responsible for ensuring that the roadway crack sealing maintenance work is completed as described herein and diagramed in Attachment "A".

4) Consideration. The City gives the County permission for the crack sealing maintenance work described herein. The County shall be responsible for contracting the roadway crack sealing maintenance work described herein and as described above. The City shall be responsible for payment to the County for the estimated cost of the work planned inside the City limits with a final adjustment after the work is complete. The City shall continue to be responsible for maintenance of their respective portions of South 70th Street following completion of the project.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City.

6) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement. It is expressly understood and agreed to by the parties that the County may subcontract the maintenance services outlined herein.

7) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8) Subcontractors. The County agrees to require any contractors or subcontractors, providing services under this agreement, to indemnify and hold the City harmless to the same extent and as provided in Section 7, of this Agreement.

9) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

10) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

12) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED this ____ day of _____, 2014, by Lancaster County,
Nebraska.

By: _____
Larry Hudkins, Chair
Lancaster County Board of
Commissioners

APPROVED AS TO FORM:
This ____ day of _____, 2014.

Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED this ____ day of _____, 2014, by the City of Lincoln,
Nebraska.

City of Lincoln

By: _____
Mayor Chris Beutler

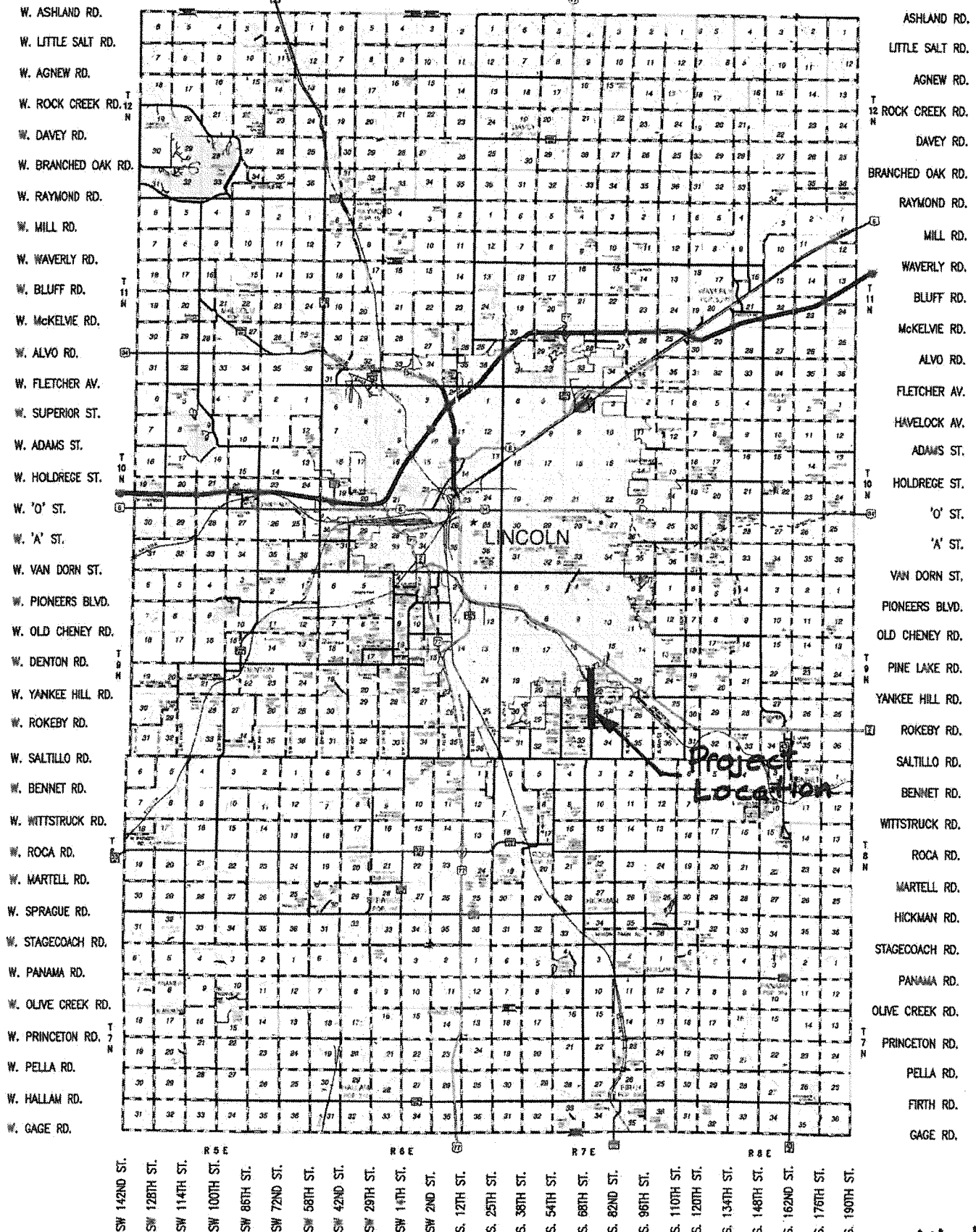
APPROVED AS TO FORM:
This ____ day of _____, 2014.

City Attorney

LANCASTER COUNTY, NEBRASKA

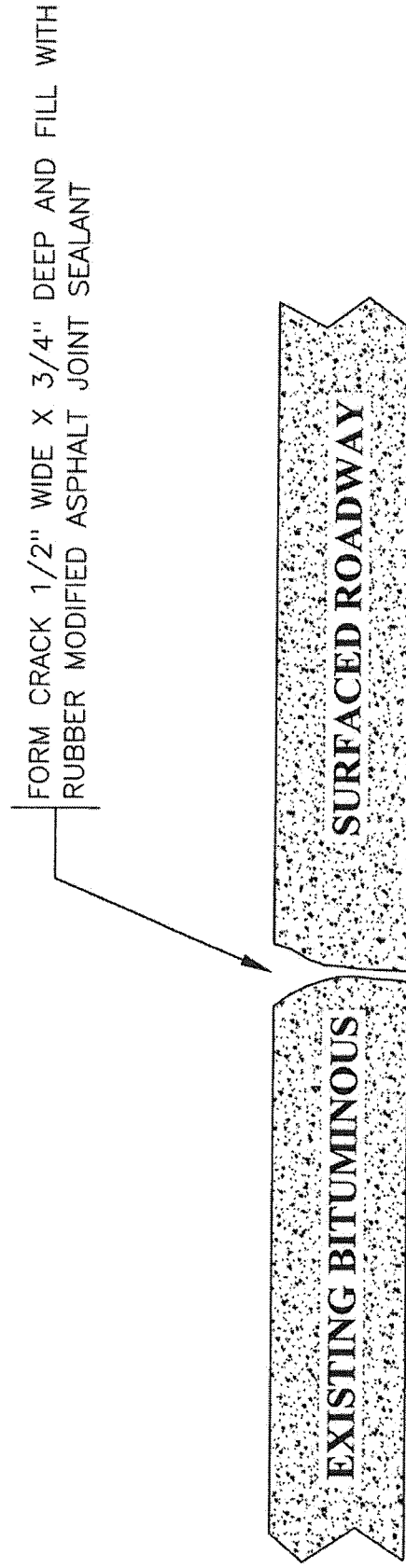


NW 140TH ST. NW 126TH ST. NW 112TH ST. NW 100TH ST. NW 88TH ST. NW 70TH ST. NW 50TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 56TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 112TH ST. N. 126TH ST. N. 140TH ST. N. 141ST ST. N. 148TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.



Attachment A 1/2

TYPICAL SECTION



DETAIL OF TYPICAL TRANSVERSE AND LONGITUDINAL CRACK
SEALING ON BITUMINOUS SURFACED ROADWAY